



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 20059

Proposed No. 2026-0022.2

Sponsors Dembowski

1 AN ORDINANCE authorizing the King County executive
2 to execute an amendment to the Landscape Conservation
3 and Local Infrastructure Program interlocal agreement
4 between the city of Seattle and King County to update the
5 list of open space improvement projects authorized by the
6 program.

7 **STATEMENT OF FACTS:**

- 8 1. The Washington state Growth Management Act , chapter 36.70A
9 RCW, establishes a policy of directing growth and development into urban
10 areas, protecting rural and resource land, and encouraging the use of
11 innovative tools like transfer of development rights ("TDR") to
12 accomplish these outcomes.
- 13 2. King County adopted a TDR program in 2001 ("TDR program") to
14 permanently preserve rural and resource lands by transferring rural
15 development potential into existing incorporated and unincorporated urban
16 areas; since 2001, the TDR program has protected over 148,000 acres of
17 rural and resource lands in unincorporated King County.
- 18 3. King County has worked with the city of Seattle to develop a means by
19 which King County TDR may be used to increase density within the city

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20 to achieve conservation of rural farm and forest lands in the
21 unincorporated areas.

22 4. The city of Seattle, by City Council Ordinance 124172, amended SMC
23 chapter 23.58 to allow the South Lake Union, Denny/Broad, and
24 Commercial Core areas of its downtown to be receiving areas for King
25 County TDR, subject to an adopted interlocal agreement with King
26 County.

27 5. The Landscape Conservation and Local Infrastructure Program
28 ("LCLIP") was established by Senate Bill 5253 in 2011 and is codified
29 mostly in chapter 39.108 RCW.

30 6. Chapter 39.108 RCW creates a mechanism for the cities and counties
31 to partner on regional TDR efforts and urban infrastructure investments to
32 support urban growth simultaneously with rural and resource land
33 conservation.

34 7. Chapter 39.108 RCW allows cities to accept development rights from
35 county rural and resource lands to increase development capacity inside
36 incorporated urban areas in exchange for cities receiving a portion of
37 county property tax revenue generated from new construction in a
38 designated Local Infrastructure Project Area ("LIPA"). Cities are required
39 to invest those moneys in infrastructure projects and public improvements
40 that support the increased development growth in LIPAs.

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41 8. King County and the city of Seattle entered into an interlocal
42 agreement in 2013 to implement LCLIP, which was authorized by King
43 County Ordinance 17663.

44 9. The interlocal agreement contained an open space investments project
45 list appended as Exhibit C to the interlocal agreement. The projects
46 enumerated in Exhibit C have been completed or are being funded through
47 alternative funding sources.

48 10. Section VIII.E of the LCLIP interlocal agreement provides that any
49 modification to the interlocal agreement must be in writing and signed by
50 the parties. Approval of such modifications by each respective legislative
51 body is required by chapter 39.34 RCW.

52 11. By Seattle city council Ordinance 127377, dated December 16, 2025,
53 the city adopted the latest amendment to the projects list to be covered by
54 the LCLIP interlocal agreement to include an updated open space
55 investments project list reflecting current and future community needs
56 within the LIPA, as informed by community engagement.

57 12. King County desires to amend the LCLIP interlocal agreement project
58 list in Exhibit C to reflect the changes approved by the Seattle city council.

59 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

60 SECTION 1. The King County executive is hereby authorized to amend the

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- 61 interlocal agreement with the city of Seattle, substantially in the form of Attachment A to
62 this ordinance.

Ordinance 20059 was introduced on 2/24/2026 and passed by the Metropolitan King County Council on 5/5/2026, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Fain, Lewis,
Mosqueda and von Reichbauer
Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

Sarah Perry

062AC77E76FB49B...

Sarah Perry, Chair

ATTEST:

DocuSigned by:

Melani Hay

8DE1BB375AD3422...

Melani Hay, Clerk of the Council

APPROVED this ____ day of 5/11/2026, _____.

Signed by:

Girmay Zahilay

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Girmay Zahilay, County Executive

Attachments: A. Amendment to LCLIP Interlocal Agreement, dated December 2025

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
REGIONAL TRANSFER OF DEVELOPMENT RIGHTS AND TAX
INCREMENT FINANCING OF INFRASTRUCTURE BY AND
BETWEEN THE CITY OF SEATTLE AND KING COUNTY**

Ordinance 20059

This First Amendment to ILA (“First Amendment”) is made between King County, a home rule charter county and political subdivision of the State of Washington (“County”), and the City of Seattle, State of Washington first-class charter city, by and through its Seattle Parks and Recreation Department, each of which may be referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Washington state Growth Management Act (“GMA”), Revised Code of Washington (“RCW”) 36.70A, establishes a policy of directing growth and development into urban areas, protecting rural and resource land, and encouraging the use of innovative tools like transfer of development rights (“TDR”) to accomplish these outcomes.
- B. King County adopted a TDR program (“TDR Program”) in 2001 to permanently preserve rural and resource lands by transferring rural development potential into existing incorporated and unincorporated urban areas; since 2001, the King County TDR Program has protected over 148,000 acres of rural and resource lands in unincorporated King County.
- C. King County has worked with the City of Seattle to develop a means by which King County TDRs may be used to increase density within the city to achieve conservation of rural farm and forest lands in the unincorporated areas.
- D. The City of Seattle, by City Council Ordinance 124172, amended Seattle Municipal Code chapter 23.58 to allow the South Lake Union, Denny/Broad, and Commercial Core areas of its downtown to be receiving areas for King County TDRs, subject to an adopted interlocal agreement with King County.
- E. The 2011 Washington state Legislature affirmed the value of regional TDR by adopting Engrossed Substitute Senate Bill 5253, the Landscape Conservation and Local Infrastructure Program (“LCLIP”), codified as RCW 39.108.
- F. RCW 39.108 creates a mechanism for the cities and counties to partner on regional TDR efforts and urban infrastructure investments to support urban growth simultaneous with rural and resource land conservation.
- G. RCW 39.108 allows cities to accept development rights from county rural and resource lands to increase development capacity inside incorporated urban areas in exchange for

cities receiving a portion of county property tax revenue generated from new construction in a designated “Local Infrastructure Project Area” (“LIPA”). Cities are required to invest these funds in infrastructure projects and public improvements that support the increased development growth in the LIPA.

- H. King County and the City of Seattle entered into an interlocal agreement (“ILA”) in 2013 to implement LCLIP, which was authorized by King County Ordinance 17663.
- I. The ILA contained an open space investments project list appended as Exhibit C to the ILA. The projects enumerated in Exhibit C have been already completed or are being funded through alternative funding sources.
- J. Section VIII.E of the LCLIP ILA provides that any modification to the ILA must be in writing and signed by the parties. Approval of such modifications by each respective legislative body is required by Chapter 39.34 RCW.
- K. By Seattle City Council Ordinance 127377, the City of Seattle approved its most recent amendment to the City’s Landscape Conservation Program Funding Plan for South lake Union and Downtown to include an updated open space investments project list reflecting current and future community needs within the LIPA, as informed by community engagement.
- L. The Parties desire to amend the LCLIP ILA project list in Exhibit C to reflect current program needs, in accordance with the changes approved by the Seattle City Council in Seattle City Council Ordinance 127377.

NOW THEREFORE, in consideration of the promises, acts, and other terms and conditions set forth below, the Parties agree as follows:

1. Exhibit C of the ILA, Landscape Conservation and Local Infrastructure Program Infrastructure Funding Plan For South Lake Union and Downtown, is hereby deleted in its entirety and replaced with Exhibit C-1, attached hereto as Attachment 1 and incorporated herein by this reference.
2. Unless otherwise defined in this First Amendment, capitalized terms used herein and defined in the ILA shall be used herein as defined in the ILA. The terms that are defined in the recitals above are made a part of this First Amendment.
3. This First Amendment, together with the ILA, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements on such subject matter.
4. Except as expressly modified by this First Amendment, all terms, covenants, and conditions of the ILA shall remain in full force and effect and are hereby ratified and confirmed. To the extent the provisions of this First Amendment are inconsistent with the

ILA, the terms of this First Amendment shall control.

5. This First Amendment may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts. The signatures to this Amendment may be executed on separate pages and when attached to this Amendment shall constitute one complete document. A portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to the ILA, effective as of the last day and year written below:

<p>KING COUNTY:</p> <p>KING COUNTY, a home rule charter County and political subdivision of the State of Washington</p> <p>By: _____</p> <p>Date: _____</p>	<p><i>APPROVED AS TO FORM ONLY:</i></p> <p>By: _____ Erin Jackson Senior Deputy Prosecuting Attorney</p>
<p>CITY OF SEATTLE: City of Seattle, a Washington first-class charter city</p> <p>By: _____</p> <p>Date: _____</p>	<p><i>APPROVED AS TO FORM ONLY:</i></p> <p>By: _____</p> <p>Name: _____ Assistant City Attorney</p>

**ATTACHMENT 1
(Exhibit C-1 to ILA)
Landscape Conservation and Local Infrastructure Program
Infrastructure Funding Plan
For South Lake Union and Downtown**

**June 13, 2013
Amended April 22, 2025
Amended July 18, 2025
Amended December 16, 2025**

This plan outlines potential infrastructure investments that could be implemented through funding generated by the Landscape Conservation and Local Infrastructure Program (LCLIP) that is being proposed by the City of Seattle in cooperation with King County. While specific funding decisions will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors, this plan outlines the scope of potential items that could be funded through this program. Funding of any items not included in this plan through the LCLIP program would require modification of the plan by legislative action. All dollar amounts are in 2012 dollars.

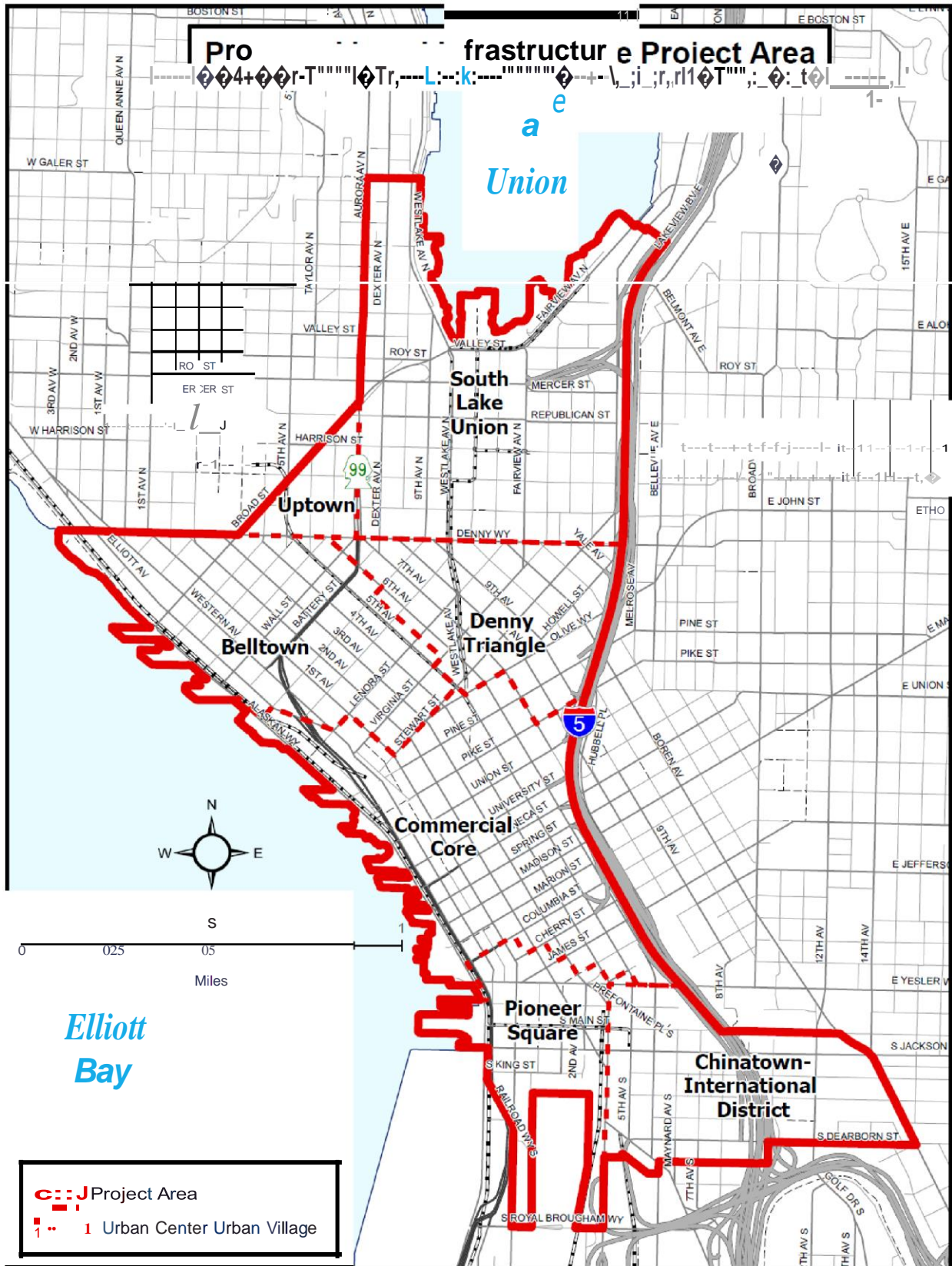
Background

The City of Seattle, in cooperation with King County, is proposing to implement the LCLIP program in the neighborhoods of South Lake Union and Downtown. The LCLIP program allows cities to receive a portion of future county property tax revenue for local infrastructure investments if they implement a program to obtain regional Transferable Development Rights (TDR). The City is proposing to meet the requirements for capturing TDRs through the incentive zoning program in South Lake Union and Downtown. The overall purpose of the Infrastructure Funding and Regional TDR Programs is to preserve farm and forest land by transferring development capacity from these lands to cities and generate funds for local infrastructure projects in the communities where the additional development capacity is located.

The Regional TDR program would be implemented by requiring developers to earn extra floor area and height in part by purchasing and extinguishing development rights (also known as TDR credits) from regional farms and forests.

In exchange for implementing a Regional TDR Program through the City's incentive zoning program, the City would be entitled to receive 17.44% of property tax revenue from new

development occurring in the Local Infrastructure Project Area (LIPA) for up to 25 years according to the standards of RCW 39.108. The boundary area of the proposed LIPA is shown below.



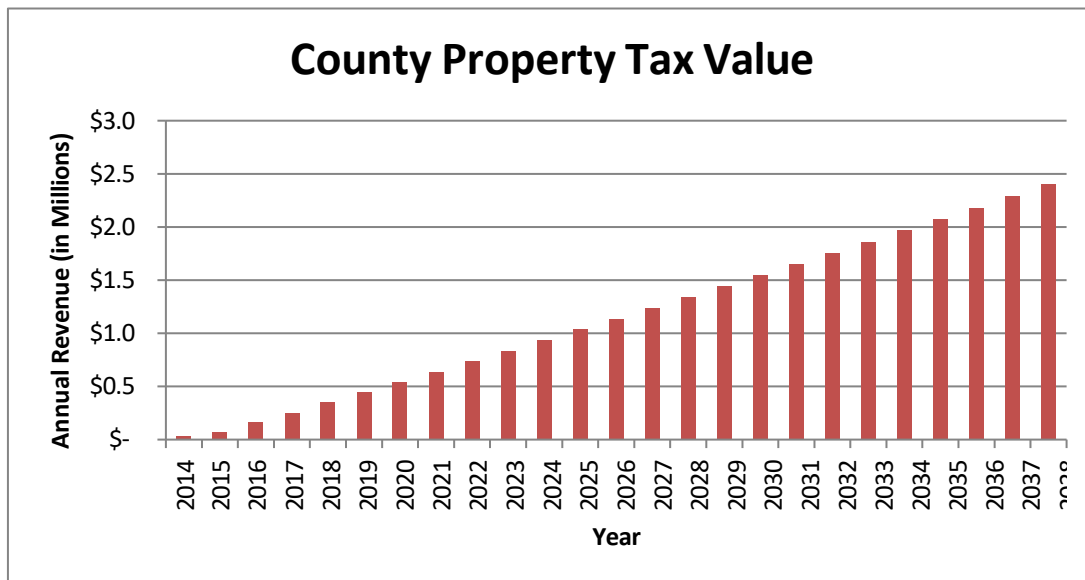
This funding would be contingent on meeting certain thresholds over time. The initial length of the program would be 10 years. The program would be extended to:

- 15 years if 400 credits are obtained within 9.5 years;
- 20 years if 600 credits are obtained within 14.5 years; or
- 25 years if 800 credits are obtained within 19.5 years.

King County would agree to consider each threshold met if, prior to each deadline, at least 70%-80% of the TDR credits necessary to meet the local property tax threshold had been obtained (the exact percentage varies by threshold) and the City requested in writing, that the threshold be considered met. If the option to extend to 25 years is used prior to obtaining 800 credits, the City would be required to continue the TDR program until 800 credits were obtained even if it required the TDR program to extend beyond 25 years.

Anticipated Revenue

It is anticipated that this program will result in \$27.5M in revenue from King County property taxes over 25 years. If an annual discount rate of 3% is used to account for the reduced value of having money in the future, these funds would be equivalent to \$15.7M in 2012 dollars. Below is an estimate of expected revenue by year.



Funding Strategy

Revenue generated from the LCLIP program will be spent on streetscape and open space investments as described below and detailed in the “specific investments” section.

These funds would be split between projects in South Lake Union and Downtown based on the proportion of regional TDR generated in each area. It is estimated that this split will result in

about 60% of the funds or \$16.5M (\$9.4M in 2012 dollars) being allocated to South Lake Union projects and 40% of the funds or \$11.0M (\$6.3M in 2012 dollars) to Downtown projects.

Decisions about which projects to implement and when they will be implemented will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors. In order to streamline this process, the City is proposing to stage the projects such that the first 10 years of revenue would go toward streetscape and transportation projects managed by the Department of Transportation, the second 10 years of revenue would go to Open Space Investments managed by the Department of Parks and Recreation, and the last 5 years again would go to streetscape projects managed by the Department of Transportation.

A chart summarizing the proposed staging and projects (with priority projects in **bold**) is shown below:

Revenue Years	Agency	Estimated Total Revenue (2012 Dollars)	Proposed Projects by Area	
			South Lake Union	Downtown
0-10 years	SDOT	\$2.9M	<ul style="list-style-type: none"> • Green Streets (Thomas & 8th) • Bike, Pedestrian, and Transit Improvements (Harrison & Denny) 	<ul style="list-style-type: none"> • 3rd Avenue Improvements (Capital Projects & Programs)
11-20 years	Parks	\$7.8M	<ul style="list-style-type: none"> • Park Improvements 	
21-25 years	SDOT	\$5.0M	<ul style="list-style-type: none"> • Transportation Improvements – specific improvements to be determined later 	

In general, the City plans to spend money as it is received; however, opportunities to use bonding to implement projects prior to the receipt of funds will be considered on a project-by-project basis.

Specific Investments

The specific investments that are proposed to be funded in part through LCLIP are outlined on the following pages. It is anticipated that funds generated through LCLIP will be combined with funds from other sources to accomplish these projects.

South Lake Union Streetscape Investment

Thomas Street Green Street (from Dexter Ave to Fairview Ave)

Proposed Improvements	Cost Estimate
Implement “green street” improvements to support Thomas Street’s role as an important new east / west green street and public realm connection, linking the Cascade neighborhood through South Lake Union to the Seattle Center. The current proposal includes a two-way, two-lane configuration with on-street parking. Curb bulbs will be added where appropriate and the north sidewalk will be expanded to provide a green promenade. Pedestrian-scale lighting and streetscape improvements will be made throughout.	\$1,500,000

8th Avenue NE Green Street (from Mercer Street to John Street)

Proposed Improvements	Cost Estimate
Create a pedestrian-oriented street from Mercer to John with an enhanced green street environment that could serve as a <i>woonerf</i> . The project will likely include widened sidewalks, new trees and plantings, new pedestrian lighting, and streetscape improvements.	\$2,500,000

Harrison Street Improvements (from Dexter Avenue to Fairview Avenue)

Proposed Improvements	Cost Estimate
Rebuild or repair pavement between Dexter and Eastlake to allow potential transit use and provide a three-lane roadway section as necessary; repair, replace or enhance sidewalks and install curb bulbs as needed; improve planting areas, tree canopy and parking as possible; provide pedestrian lighting and streetscape improvements. Harrison will become the primary street for traveling east / west through South Lake Union between Mercer Street and Denny Street.	\$5,500,000

Denny Way Improvements (from Broad Street to Stewart Street)

Proposed Improvements	Cost Estimate
Make spot improvements consistent with Denny Way Streetscape Concept Plan; improve pedestrian crossing conditions, enhance signalized intersections, replace sidewalk in poor condition, improve planting strips and provide street trees where needed; Improve roadway delineation in locations where two streets intersect Denny at a diagonal.	\$2,500,000

Downtown Streetscape Investments

Third Avenue Corridor Improvements

Proposed Improvements	Cost Estimate
<p>This project makes multimodal improvements in the Third Avenue downtown corridor, a major travel corridor for pedestrians and transit vehicles. The project enhances the walking, biking and transit environment and improves safety for all travel modes. Improvements may include repair or enhancement of streets, improving sidewalks, upgrading or installing curb ramps, remarking crosswalks, and installing pedestrian countdown signals. It may also include pedestrian-scale lighting, bicycle facilities at select locations, high-capacity solar trash receptacles and wayfinding information. Transit will be made more attractive and convenient with improvements such as real-time transit information, transit maps and schedule information, improved weather protection, ticket vending machines or ORCA card readers.</p>	<p>\$40 to 70 million</p>

Open Space Investments

This funding plan outlines the scope of potential Open Space Investments that could be implemented through funding generated by the Landscape Conservation and Local Infrastructure Program (“LCLIP”) that has been underway by the City of Seattle in cooperation with King County since 2013. This Open Space Investments funding plan in no way affects the proposed South Lake Union Streetscape Investment or the Downtown Streetscape Investments, both of which are under the purview of the Department of Transportation. Funding of any items through the LCLIP program not included in this plan would require modification of the plan by legislative action. The estimated \$7.8M that SPR would get in 2012 dollars (in the table above) is equivalent to \$14M in 2025 dollars.

Decisions about which projects to implement and when will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors. The Open Space Investments project list below amends the Open Space Investments project list approved with the 2013 legislation (Ord. 124286). The projects initially proposed with that legislation have already been completed by the Department utilizing other sources of funding with the exception of a north downtown community center.

Open Space Investments

Northwest Native Canoe Carving Center

Proposed Improvements	Cost Estimate	Year
<p>Improvements for a new timber framed structure with localized site modifications within the existing Lake Union Park.</p>	<p>\$550,000</p>	<p>2025-2026</p>

Prefontaine Plaza

Proposed Improvements	Cost Estimate	Year
Improvements to restoring functionality at existing fountain and improving pathway safety at site.	\$400,000	2025-2026

Lake Union Waterline Project

Proposed Improvements	Cost Estimate	Year
Improvements for a new water distribution system needed within Lake Union Park.	\$4,500,000	2026-2029

City Hall Park

Proposed Improvements	Cost Estimate	Year
Site improvements at park to address user safety concerns, improved pedestrian circulation, and landscape plantings.	\$3,000,000	2030-2032

Westlake Park

Proposed Improvements	Cost Estimate	Year
Expansion of 2025 project scope to include site improvements associated with the removal and storage of the Seven Hills artwork and elements of the existing water wall and arch (relocation will be funded separately).	\$1,000,000	2025-2026

South Lake Union Community Council SLU Parks Task Force Projects

Proposed Improvements	Cost Estimate	Year
Projects identified in collaboration with community members from South Lake Union to provide expanded activation and infrastructure to Lake Union Park, Denny Park and Cascade Playground.	\$2,730,000	2026-2034

Downtown District Community-led Projects

Proposed Improvements	Cost Estimate	Year
Projects identified in parks in the Downtown District, in collaboration with community members from that district, to expand activation and infrastructure: Myrtle Edwards Park, Alaskan Way Boulevard, Belltown Cottage Park, Urban Triangle Park, Bell Street Park Boulevard, Westlake Square, McGraw Square, Victor Steinbrueck Park, Westlake Park, Freeway Park, Pioneer Square, Prefontaine Place, City Hall Park, Occidental Square, Pioneer Square, Union Station Square.	\$1,070,000	2026-2034

Chinatown/International District Community-led Projects

Proposed Improvements	Cost Estimate	Year
Projects identified in parks in the Chinatown/International District, in collaboration with community members from that district, to expand activation and infrastructure: Kobe Terrace, Hing Hay Park, Hoa Mai Park, Donnie Chin International Children’s Park, Beacon Place.	\$750,000	2030-2034

Reserve

Proposed Improvements	Cost Estimate	Year
Set aside funds to address potential de minimus scope changes or cost increases.	\$1,000,000	2030-2034

Total Open Space Investments: \$15,000,000 (*note that SPR received approximately \$1,000,000 in excess revenue above the amount originally projected in SPR’s first year of the program which is being allocated to the Westlake Project).

Certificate Of Completion

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Supplemental Document Pages: 12	Initials: 0
Certificate Pages: 5	Envelope Originator:
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Envelopeld Stamping: Enabled	401 5TH AVE
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	Cherie.Camp@kingcounty.gov
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Signer Events

Sarah Perry
sarah.perry@kingcounty.gov
Security Level: Email, Account Authentication (None)

Signature

Signed by:

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Signature Adoption: Pre-selected Style
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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Girmay Zahilay
execzahilay@kingcounty.gov
Security Level: Email, Account Authentication (None)

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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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